



CITY COUNCIL STAFF REPORT

DATE: JUNE 17, 2015

CONSENT CALENDAR

SUBJECT: APPROVAL OF AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT WITH DESERT SECURITY SERVICES FOR UNARMED SECURITY SERVICES AT CITY-OWNED FACILITIES (AGREEMENT NO. A6557)

FROM: David H. Ready, City Manager

BY: Community & Economic Development Department

SUMMARY

The City Council will consider approval of an amendment to the contract services agreement with Desert Security Services Inc., to provide greater flexibility to deal with periodic changes in the scope of security services and allow for increase or decrease in security services based on need insofar as budgeted in the fiscal year budget.

RECOMMENDATION:

1. Approve Amendment No. 2 to Agreement No. A6557, with Desert Security Services, Inc. for Unarmed Security Services at City-owned facilities, to expand the ability to increase or decrease security services based on need insofar as budgeted in the fiscal year budget.
2. Authorize the City Manager to execute the amendment to the agreement.

BACKGROUND:

The City entered into an unarmed uniformed security services agreement with Desert Security Services on July 1, 2014 to patrol, monitor and report on activities at various City-owned facilities, provide posted guards at certain City-owned sites and perform general patrol of downtown and other sites during specified hours. On November 10, 2014, Amendment No. 1 to the Agreement added services at the Palm Springs International Airport.

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Since the contract commenced on July 1, 2014, there has been the need for more intensified services at specific sites as well as the addition of locations to monitor and patrol under the security services agreement. At some locations, there has been the opportunity to decrease or eliminate security services.

Over the past year, there has been the addition of downtown locations for patrol due to building vacancies, areas under construction that are not yet securable, and the migration of transients to different locations within the downtown.

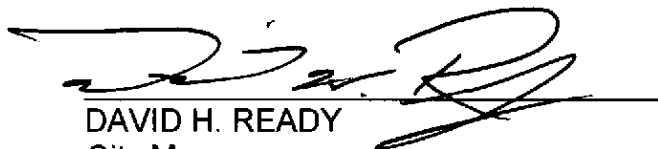
This action would allow for the amendment to the agreement to facilitate periodic changes in the scope of security services as required, provided that the fiscal year budget can accommodate these needs.

FISCAL IMPACT:

The cost to increase or decrease services based on changing needs for security would be limited to fiscal year budget allocation.


James Thompson
City Clerk/Chief of Staff


Diana R. Shay
Redevelopment Coordinator


DAVID H. READY
City Manager

Attachments:

1. Amendment No. 2 to the Contract Services Agreement for Un-Armed Security Services with Desert Security Services (Agreement No. A6557)

**AMENDMENT NO. 2
TO
CONTRACT SERVICES AGREEMENT
UN-ARMED UNIFORMED SECURITY GUARD SERVICES**

(Agreement No. _____)

THIS AMENDMENT NO. 2 ("Second Amendment") to the Contract Services Agreement for Un-Armed Uniformed Security Guard Services (the "Agreement"), is made and entered into to be effective on the 17th day of June, 2015, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and Desert security Services, Inc., a California corporation ("Contractor"). City and Contractor are collectively, the "Parties".

RECITALS

A. City and Contractor previously entered into the Agreement on July 1, 2014, for the provision of un-armed, uniformed security guard services to the City at various locations in the City. The Agreement was amended on November 1, 2014 to include services to the Palm springs International Airport.

B. Section 10.4 of the Agreement provides that it may be amended with the mutual written consent of the Parties.

C. Section 1.8 of the Agreement allows the City Manager to order extra work beyond the services specified in the Scope of Services, so long as the total cost of all such extra work does not exceed a total of \$25,000.

D. The Parties desire to amend the Agreement to allow the City Manager to order extra work so long as funds to pay for such costs are specifically provided within the City Council's budget for the fiscal year the services are provided.

D. City and Contractor desire to further amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AMENDMENTS TO AGREEMENT

1. Section 1.8 of the Agreement is amended to read:

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work so long as the costs for such extra work, if any, are specifically provided within the City Council's budget for the fiscal year in which such extra services are provided. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating any adjustment in (i) the Maximum Contract Amount, as defined in

Section 2.1 of this Agreement and/or (ii) the time to perform this agreement. Any adjustments must also be approved by the Contractor. Any increases in excess of the amounts provided herein, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Contractor that the provisions of this Section 1.8 shall not apply to the services specifically set forth or reasonably contemplated within the scope of Services.

2. Full Force and Effect. All of the terms, conditions, and provisions of the Agreement as amended, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall govern and control.

3. Corporate Authority. The persons executing this Amendment on behalf of the Parties hereto warrant that (1) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the Parties have executed and entered into this Second Amendment as of the date first written above.

“CONTRACTOR”

“CITY”

DESERT SERVICES, INC.
DBA: DESERT SECURITY SERVICES

CITY OF PALM SPRINGS, a California
charter city and municipal corporation

By: _____
Norman E. Brown, President & CEO

By: _____
David H. Ready, City Manager

ATTEST:

By: _____
James Thompson, City Clerk

APPROVED AS TO FORM:

By: _____
Douglas H. Holland, City Attorney